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11/3/2024



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CONSUMER NOTICE

THIS IS NOT A CONTRACT

In an effort to enable consumers of real estate services to make informed decisions about the business relationships they may have with real estate brokers and sales persons (licensees), the Real Estate Licensing and Registration Act (RELRA) requires that consumers be provided with this Notice at the initial interview.

- Licensees may enter into the following agency relationships with consumers:

Seller Agent

As a seller agent the licensee and the licensee's company works exclusively for the seller/landlord and must act in the seller's/landlord's best interest, including making a continuous and good faith effort to find a buyer/tenant except while the property is subject to an existing agreement. All confidential information relayed by the seller/landlord must be kept confidential except that a licensee must reveal known material defects about the property. A subagent has the same duties and obligations as the seller agent.

Buyer Agent

As a buyer agent, the licensee and the licensee's company work exclusively for the buyer/tenant even if paid by the seller/landlord. The buyer agent must act in the buyer/tenant's best interest, including making a continuous and good faith effort to find a property for the buyer/tenant, except while the buyer is subject to an existing contract, and must keep all confidential information, other than known material defects about the property, confidential.

Dual Agent

As a dual agent, the licensee works for *both* the seller/landlord and the buyer/tenant. A dual agent may not take any action that is adverse or detrimental to either party but must disclose known material defects about the property. A licensee must have the written consent of both parties before acting as a dual agent.

Designated Agent

As a designated agent, the broker of the selected real estate company designates certain licensees within the company to act exclusively as the seller/landlord agent and other licensees within the company to act exclusively as the buyer/tenant agent in the transaction. Because the broker supervises all of the licensees, the broker automatically serves as a dual agent. Each of the designated licensees are required to act in the applicable capacity explained previously. Additionally, the broker has the duty to take reasonable steps to assure that confidential information is not disclosed within the company.

- In addition, a licensee may serve as a Transaction Licensee.

A transaction licensee provides real estate services without having any agency relationship with a consumer. Although a transaction licensee has no duty of loyalty or confidentiality, a transaction licensee is prohibited from disclosing that:

- The seller will accept a price less than the asking/listing price,
- The buyer will pay a price greater than the price submitted in the written offer, and
- The seller or buyer will agree to financing terms other than those offered.

Like licensees in agency relationships, transaction licensees must disclose known material defects about the property.

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- Regardless of the business relationship selected, all licensees owe consumers the duty to:
 - Exercise reasonable professional skill and care which meets the practice standards required by the RELRA.
 - Deal honestly and in good faith.
 - Present, as soon as practicable, all written offers, counteroffers, notices and communications to and from the parties. This duty may be waived *by* the seller *where* the seller's property is under contract and the waiver is in writing.
 - Comply with the Real Estate Seller Disclosure Law.
 - Account for escrow and deposit funds.
 - Disclose, as soon as practicable, all conflicts of interest and financial interests.
 - Provide assistance with document preparation and advise the consumer regarding compliance with laws pertaining to real estate transactions.
 - Advise the consumer to seek expert advice on matters about the transaction that are beyond the licensee's expertise.
 - Keep the consumer informed about the transaction and the tasks to be completed.
 - Disclose financial interest in a service, such as financial, title transfer and preparation services, insurance, construction, repair or inspection, at the time service is recommended or the first time the licensee learns that the service will be used.
- The following contractual terms are *negotiable* between the licensee and the consumer and must be addressed in an agreement/disclosure statement:
 - The duration of the licensee's employment, listing agreement or contract.
 - The licensee's fees or commission.
 - The scope of the licensee's activities or practices.
 - The broker's cooperation with and sharing of fees with other brokers.
- All sales agreements must contain the property's zoning classification except where the property is zoned solely or primarily to permit single family dwellings.
- The Real Estate Recovery Fund exists to reimburse any person who has obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who has been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

Before you disclose any financial information to a licensee, be advised that unless you select a business relationship by signing a written agreement, the licensee is NOT representing you. A business relationship is NOT presumed.

ACKNOWLEDGMENT

I acknowledge that I have received this disclosure.

Date: 10-20-24

Jeffrey L. Round
(Consumer's Printed Name)


(Consumer's Signature)

Date: 10-20-24

Deidra Nicole Round
(Consumer's Printed Name)


(Consumer's Signature)

I certify that I have provided this document to the above consumer during the initial interview.

Date: 10-20-24

Donald N. Kolessar, Jr.
(Licensee's Printed Name)


(Licensee's Signature)

AB044742A (Don)
(License #)

Adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

DS Initial DS
DNK [Signature] DR



**BERKSHIRE
HATHAWAY**
HomeServices

The Preferred Realty

STATEMENT OF ESTIMATED CLOSING COSTS FOR SELLERS

Seller(s) Jeffrey L. Round, Deidra Nicole Round

Estimated Closing Date _____

Property Address 3116 Willett Rd, Pittsburgh, PA 15227

Prepared by Donald N. Kolessar, Jr.

Office BHHS THE PREFERRED REALTY

Selling Price \$ 180,000.00

ESTIMATED CLOSING EXPENSES

State and Local Realty Transfer Taxes (<u>1.000</u> %)	\$ <u>1,800.00</u>
Settlement Fee	\$ <u>275.00</u>
New Deed and Notary Fees	\$ <u>275.00</u>
Broker's Compensation - Percentage (<u>\$395.00</u> + <u>3.500</u> %)	\$ <u>6,695.00</u>
Broker's Compensation - Fixed (\$ _____ + \$ _____)	\$ _____
Municipal inspection	\$ <u>Paid by Buyer</u>
Seller Assist	\$ _____
Municipal Lien Letters (includes water/sewage letter)	\$ <u>100.00</u>
Home Warranty	\$ <u>649.00</u>
Tax Certifications	\$ <u>50.00</u>
Pre-Appraisal	\$ _____
Pre-Inspection	\$ _____
Dye Test	\$ <u>Paid by Buyer</u>
10K Program	\$ _____
Delinquent Child Support	\$ _____
Resale Certificate Fee	\$ _____
Other <u>2.5% of PP available for BA Com or Concessions</u>	\$ <u>4,500.00</u>

TOTAL EXPENSES	\$ <u>14,344.00</u>
LESS CURRENT MORTGAGE BALANCE	\$ <u>TBD at Closing</u>
LESS OTHER MORTGAGE BALANCE(S)	\$ <u>TBD at Closing</u>
BALANCE AFTER EXPENSES	\$ <u>165,656.00</u>

ESTIMATED CLOSING CREDITS

Proration of Property Taxes (Fiscal/Calendar)	\$ <u>prorated at closing</u>
Proration of Current Water and Sewer Bills	\$ <u>prorated at closing</u>
Other	\$ _____

TOTAL CREDITS	\$ _____
Estimated Net Proceeds to Seller(s)	\$ <u>165,656.00</u>

I/We hereby agree that I/we have read and received a copy of these estimated closing costs prior to the signing of an Agreement of Sale for the property noted above. I/We further understand that the above costs are estimated and based on the best information available at this date and that they are subject to change, particularly in the case of the escrow charges such as taxes, water and sewage, rent and insurance.

This estimate does not include unpaid taxes, liens, mortgages and any other claims against the property unknown to the agent.
THE DATE OF CLOSING MAY VARY THESE ESTIMATES.

WITNESS

Donald N. Kolessar Jr.
as to both

DATED: 10-20-24

[Signature]
SELLER Jeffrey L. Round

[Signature]
SELLER Deidra Nicole Round



**LISTING CONTRACT (SELLER AGENCY CONTRACT)
EXCLUSIVE RIGHT TO SELL REAL ESTATE**

XLS

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

1 Broker (Company) Berkshire Hathaway HomeServices The
2 Preferred Realty
3 Company License # RB043060C
4 Company Address 9401 McKnight Rd, Pittsburgh, PA
5 15237
6 Company Phone (412)367-8000
7 Company Fax (412)367-5853

Licensee(s) (Name) Donald N. Kolessar, Jr.
State License # AB044742A (Don)
Direct Phone(s) (412)367-8000
Cell Phone(s) (412)496-7719
Licensee Fax (412)496-7719
Email donkolessar@TPRSold.com

8 SELLER Jeffrey L. Round, Deidra Nicole Round

9
10 SELLER'S MAILING ADDRESS 3116 Willett Rd, Pittsburgh, PA 15227

11
12 PHONE (412)389-9231 (412)927-7832 CELL (412)389-9231

13 E-MAIL jbrick412@gmail.com, DN/Round1986@gmail.com FAX

14 Seller understands that this Listing Contract is between Broker and Seller.

15 Does Seller have a listing contract for this Property with another broker? ☐ Yes ☒ No

16 If yes, explain:

17 **1. PROPERTY**

LISTED PRICE \$ 180,000.00

18 Address 3116 Willett Rd Pittsburgh PA ZIP 15237

19 Municipality (city, borough, township) Brentwood Borough

20 County Allegheny School District Brentwood Borough

21 Zoning Residential - Single Family

22 Present Use Residence

23 Currently Occupied By Seller

24 Identification (For example, Tax ID #; Parcel #; Lot, Block; Deed Book, Page, Recording Date) 0137-H-00152-0000-00

25
26 **2. STARTING & ENDING DATES OF LISTING CONTRACT (ALSO CALLED "TERM") (8-24)**

27 (A) No law or Association of REALTORS® has set or recommended the term of this contract. Broker/Licensee and Seller have
28 discussed and agreed upon the term of this Contract.

29 (B) Starting Date: This Contract starts when signed by Broker and Seller, unless otherwise stated here: OCTOBER 20, 2024

30 (C) Ending Date: This Contract ends at 11:59 PM on OCTOBER 19, 2025. By law, the term of a listing contract may not exceed
31 one year. If the Ending Date written in this Contract creates a term that is longer than one year, the Ending Date is automatically
32 364 days from the Starting Date of this Contract.

33 **3. DUAL AGENCY**

34 Seller agrees that Broker and Broker's Licensees may also represent the buyer(s) of the Property. A Broker is a Dual Agent when a
35 Broker represents both a buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents a buyer and
36 Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for a buyer
37 and Seller. If the same Licensee is designated for a buyer and Seller, the Licensee is a Dual Agent. Seller understands that Broker is a
38 Dual Agent when a buyer who is represented by Broker is viewing properties listed by Broker.

39 **4. DESIGNATED AGENCY**

40 Designated Agency is applicable, unless checked below. Broker designates the Licensee(s) above to exclusively represent the interests
41 of Seller. If Licensee is also the buyer's agent, then Licensee is a DUAL AGENT.

42 ☐ Designated Agency is not applicable.

43 **5. BROKER'S FEE (8-24)**

44 (A) No law or Association of REALTORS® has set or recommended the Broker's Fee. Broker and Seller have negotiated the fee
45 that Seller will pay Broker.

46 (B) Broker's Fee is 6.000 % of the Purchase Price OR \$ 4,000.00, whichever is greater, AND \$ 395.00,
47 paid to Broker by Seller as follows:

48 1. \$ -0- of Broker's Fee is earned and due (non-refundable) at signing of this Listing Contract, pay-
49 able to Broker.

50 Broker/Licensee Initials: DNK

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Seller Initials: DR SK

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rev. 8/24; rel. 8/24

2. Seller will pay the balance of Broker's Fee if:

- a. Property, or any ownership interest in it, is sold or exchanged during the term of this Contract by Broker, Broker's Licensee(s), Seller, or by any other person or broker, at the listed price or any price acceptable to Seller, OR
- b. A ready, willing, and able buyer is found, during the term of this Contract, by Broker or by anyone, including Seller. A willing buyer is one who will pay the listed price or more for the Property, or one who has submitted an offer accepted by Seller, OR
- c. Negotiations that are pending at the Ending Date of this Contract result in a sale, OR
- d. A Seller signs an agreement of sale then refuses to sell the Property, or if a Seller is unable to sell the Property because of failing to do all the things required of the Seller in the agreement of sale (Seller default), OR
- e. The Property or any part of it is taken by any government for public use (Eminent Domain), in which case Seller will pay from any money paid by the government, OR
- f. A sale occurs after the Ending Date of this Contract IF:
 - (1) The sale occurs within _____ days of the Ending Date, AND
 - (2) The buyer was shown or negotiated to buy the Property during the term of this Contract, AND
 - (3) The Property is not listed under an "exclusive right to sell contract" with another broker at the time of the sale.

(C) If a sale occurs, the balance of Broker's Fee will be paid upon delivery of the deed or other evidence of transfer of title or interest. If the Property is transferred by an installment contract, balance of Broker's Fee will be paid upon the execution of the installment contract.

(D) Broker's Fee if Settlement Does Not Occur

If an agreement of sale is signed but settlement does not occur, and deposit monies are released to Seller, Seller will pay Broker -0- of/from deposit monies.

6. COOPERATING COMPENSATION OFFERED TO BROKERS WORKING WITH BUYERS (8-24)

- (A) Licensee(s) has explained Seller's options and company policies regarding compensation and cooperation with other brokers. In a transaction where a buyer is working with a real estate broker, Seller authorizes and instructs Broker to offer cooperating compensation in the amount of 2.500 % or \$ _____ off/from the Purchase Price (0, if not specified), paid from the Broker's Fee, to a cooperating broker who is the procuring cause of a successful transaction. Broker will document the agreed-upon amount by using a form such as the Cooperating Broker Compensation Agreement (PAR Form CBC) or a similar agreement. Even though a cooperating broker's fee, or a portion of it, may be paid by the listing broker, the cooperating broker will continue to represent the interests of the buyer.
- (B) The rules of the Multiple Listing Service (MLS) do not permit Broker to advertise cooperating compensation through the MLS or in any other system or platform that utilizes data supplied by the MLS. Seller authorizes Broker to advertise or otherwise inform potential buyers and their brokers about any offer of cooperating compensation via any other method of marketing or communication authorized by this Contract, unless otherwise stated here: _____

7. SELLER CONCESSIONS (8-24)

Sellers sometimes offer to make financial concessions towards paying buyer's costs at settlement. Seller concessions could be used to pay any costs incurred by buyer, as acceptable to a mortgage lender, if any, including brokerage fees charged by a broker working with the buyer and/or other ordinary and customary closing costs. Any seller concession must be negotiated and included in an agreement of sale to be binding on the buyer and seller. Even though a cooperating broker's fee, or a portion of it, may be paid by a seller, the cooperating broker will continue to represent the interests of the buyer.

(A) In addition to cooperating compensation offered by Broker, if any, Seller is willing to consider negotiations in which buyers may request seller concessions, unless otherwise stated here: _____

(B) Seller authorizes Broker to advertise or otherwise inform potential buyers and their brokers about Seller's willingness to negotiate seller concessions, including a maximum amount of up to 0 % or \$ -0- off/from the Purchase Price (amount is fully negotiable in an agreement of sale, if not specified), via the MLS any other method of marketing or communication authorized by this Contract, unless otherwise stated here: _____

8. DUTIES OF BROKER AND SELLER

- (A) Broker is acting as a Seller Agent, as described in the Consumer Notice, to market the Property and to negotiate with potential buyers. Broker will use reasonable efforts to find a buyer for the Property.
- (B) Seller will cooperate with Broker and assist in the sale of the Property as asked by Broker.
- (C) All showings, negotiations and discussions about the sale of the Property, written or oral, will be communicated by Broker on Seller's behalf. All written or oral inquiries that Seller receives or learns about regarding the Property, regardless of the source, will be referred to Broker.
- (D) If the Property, or any part of it, is rented, Seller will give any leases to Broker before signing this Contract. If any leases are oral, Seller will provide a written summary of the terms, including amount of rent, ending date, and Tenant's responsibilities.
- (E) Seller will not enter into, renew, or modify any leases, or enter into any option to sell, during the term of this Contract without Broker's written consent.

110 Broker/Licensee Initials: DNK

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Seller Initials: SR, DR

111 **9. BROKER'S SERVICE TO BUYER**

112 Broker may provide services to a buyer for which Broker may accept a fee. Such services may include, but are not limited to: document
113 preparation; ordering certifications required for closing; financial services; title transfer and preparation services; ordering insurance,
114 construction, repair, or inspection services.

115 **10. BROKER NOT RESPONSIBLE FOR DAMAGES**

116 Seller agrees that Broker and Broker's Licensee(s) are not responsible for any damage to the Property or any loss or theft of personal
117 goods from the Property unless such damage, loss or theft is solely and directly caused by Broker or Broker's Licensee(s).

118 **11. DEPOSIT MONEY**

119 (A) Broker, if named in an agreement of sale, will keep all deposit monies paid by or for the buyer in an escrow account until the sale
120 is completed, the agreement of sale is terminated, or the terms of a prior written agreement between the buyer and Seller have been
121 met. This escrow account will be held as required by real estate licensing laws and regulations. Buyer and Seller may name a non-
122 licensee as the escrow holder, in which case the escrow holder will be bound by the terms of the escrow agreement, if any, not by
123 the Real Estate Licensing and Registration Act. Seller agrees that the person keeping the deposit monies may wait to deposit any
124 uncashed check that is received as deposit money until Seller has accepted an offer.

125 (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to
126 determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:

- 127 1. If an agreement of sale is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written
128 agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
- 129 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing
130 Broker how to distribute some or all of the deposit monies.
- 131 3. According to the terms of a final order of court.
- 132 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the
133 deposit monies if there is a dispute between the parties that is not resolved.

134 (C) Seller agrees that if Seller names Broker or Broker's licensee(s) in litigation regarding deposit monies, the attorneys' fees and costs
135 of the Broker(s) and licensee(s) will be paid by Seller.

136 **12. OTHER PROPERTIES**

137 Seller agrees that Broker may list other properties for sale and that Broker may show and sell other properties to prospective buyers.

138 **13. ADDITIONAL OFFERS**

139 Unless prohibited by Seller, if Broker is asked by a buyer or another licensee(s) about the existence of other offers on the Property,
140 Broker will reveal the existence of other offers and whether they were obtained by the Licensee(s) identified in this Contract, by another
141 Licensee(s) working with Broker, or by a licensee(s) working for a different Broker. ONCE SELLER ENTERS INTO AN AGREE-
142 MENT OF SALE, BROKER IS NOT REQUIRED TO PRESENT OTHER OFFERS.

143 **14. SELLER WILL REVEAL DEFECTS & ENVIRONMENTAL HAZARDS**

144 (A) Seller (including Sellers exempt from the Real Estate Seller Disclosure Law) will disclose all known material defects and/or envi-
145 ronmental hazards on a separate disclosure statement. A material defect is a problem or condition that:

- 146 1. is a possible danger to those living on the Property, or
- 147 2. has a significant, adverse effect on the value of the Property.

148 The fact that a structural element, system or subsystem is near, at or beyond the end of the normal useful life of such a structural
149 element, system or subsystem is not by itself a material defect.

150 (B) Seller will update the Seller's Property Disclosure Statement as necessary throughout the term of this Listing Contract.

151 (C) If Seller fails to disclose known material defects and/or environmental hazards:

- 152 1. Seller will not hold Broker or Licensee(s) responsible in any way;
- 153 2. Seller will protect Broker and Licensee(s) from any claims, lawsuits, and actions that result;
- 154 3. Seller will pay all of Broker's and Licensee's costs that result. This includes attorneys' fees and court-ordered payments or
155 settlements (money Broker or Licensee pays to end a lawsuit or claim).

156 **15. IF PROPERTY WAS BUILT BEFORE 1978**

157 The Residential Lead-Based Paint Hazard Reduction Act says that any seller of property built before 1978 must give the buyer an EPA
158 pamphlet titled *Protect Your Family From Lead in Your Home*. The seller also must tell the buyer and the broker what the seller knows
159 about lead-based paint and lead-based paint hazards that are in or on the property being sold. Seller must tell the buyer how the seller
160 knows that lead-based paint and lead-based paint hazards are on the property, where the lead-based paint and lead-based paint hazards
161 are, the condition of the painted surfaces, and any other information seller knows about lead-based paint and lead-based paint hazards
162 on the property. Any seller of a pre-1978 structure must also give the buyer any records and reports that the seller has or can get about
163 lead-based paint or lead-based paint hazards in or around the property being sold, the common areas, or other dwellings in multi-family
164 housing. According to the Act, a seller must give a buyer 10 days (unless seller and the buyer agree to a different period of time) from
165 the time an agreement of sale is signed to have a "risk assessment" or inspection for possible lead-based paint hazards done on the
166 property. Buyers may choose not to have the risk assessment or inspection for lead paint hazards done. If the buyer chooses not to have
167 the assessment or inspection, the buyer must inform the seller in writing of the choice. The Act does not require the seller to inspect for
168 lead paint hazards or to correct lead paint hazards on the property. The Act does not apply to housing built in 1978 or later.

169 Broker/Licensee Initials: DWK

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Seller Initials: JR DR

170 **16. HOME WARRANTIES**

171 At or before settlement, Seller may purchase a home warranty for the Property from a third-party vendor. Seller understands that a home
172 warranty for the Property does not alter any disclosure requirements of Seller, may not cover or warrant any pre-existing defects of the
173 Property, and will not alter, waive or extend any provisions of the Agreement regarding inspections or certifications that Buyer may elect
174 or waive as part of the Agreement. Seller understands that Broker who recommends a home warranty may have a business relationship
175 with the home warranty company that provides a financial benefit to Broker.

176 **17. RECORDINGS ON THE PROPERTY**

177 (A) Seller understands that potential buyers viewing the Property may engage in photography, videography or videotelephony on the
178 Property. Seller should remove any items of a personal nature Seller does not wish to have photographed or recorded, such as fam-
179 ily photos, important or confidential paperwork (including any information relating to the listing or communications with Broker
180 or Licensee) and all other personally identifiable information such as birthdates, social security numbers, telephone numbers, etc.
181 Seller is responsible for providing this same notification to any occupants of the Property.

182 (B) Any person who intentionally intercepts oral communications by electronic or other means without the consent of all parties is
183 guilty of a felony under Pennsylvania law. Seller understands that recording or transmitting audio may result in violation of state
184 or federal wiretapping laws. Seller hereby releases all **BROKERS, their LICENSEES, EMPLOYEES and any OFFICER or**
185 **PARTNER of any one of them, and any PERSON, FIRM or CORPORATION who may be liable by or through them, from**
186 **any claims, lawsuits and actions which may arise from any audio or video recordings occurring in or around the Property.**

187 **18. RECOVERY FUND**

188 Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judgment)
189 against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund repays
190 persons who have not been able to collect the judgment after trying all lawful ways to do so. For complete details about the Fund, call
191 (717) 783-3658.

192 **19. NOTICE TO PERSONS OFFERING TO SELL OR RENT HOUSING IN PENNSYLVANIA**

193 Federal and state laws make it illegal for a seller, a broker, or anyone to use RACE, COLOR, RELIGION or RELIGIOUS CREED, SEX,
194 DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN,
195 USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCIATION
196 TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan money, or
197 set deposit amounts, or as reasons for any decision relating to the sale of property.

198 **20. TRANSFER OF THIS CONTRACT**

199 (A) Seller agrees that Broker may transfer this Contract to another broker when:

- 200 1. Broker stops doing business, OR
- 201 2. Broker forms a new real estate business, OR
- 202 3. Broker joins his business with another.

203 (B) Broker will notify Seller immediately in writing if Broker transfers this Contract to another broker. Seller will follow all requirements
204 of this Contract with the new broker.

205 **21. NO OTHER CONTRACTS**

206 Seller will not enter into another listing contract for the property(s) identified in Paragraph 1 with another broker that begins before the
207 Ending Date of this Contract.

208 **22. CONFLICT OF INTEREST**

209 It is a conflict of interest when Broker or Licensee has a financial or personal interest in the property and/or cannot put Seller's interests
210 before any other. If Broker, or any of Broker's licensees, has a conflict of interest, Broker will notify Seller in a timely manner.

211 **23. ENTIRE CONTRACT**

212 This Contract is the entire agreement between Broker and Seller. Any verbal or written agreements that were made before are not a part
213 of this Contract.

214 **24. CHANGES TO THIS CONTRACT**

215 All changes to this Contract must be in writing and signed by Broker and Seller.

216 **25. MARKETING OF PROPERTY (8-24)**

217 (A) Multiple Listing Services (MLS)

- 218 1. An MLS is a subscription service used by real estate licensees to market properties to other subscribers. MLS marketing is
219 governed by specific rules and policies, which may differ depending on the MLS used.
- 220 2. Sellers have the right to decide whether their Property will be marketed in an MLS, but should understand that opting out of
221 MLS marketing may restrict Broker's ability to market the Property in other ways.

222 ☐ Broker will not use an MLS to advertise the Property. Seller understands and agrees that the listing may be reported to an
223 MLS, but will not be marketed for sale via an MLS. Further, Seller understands and agrees that any and all public marketing
224 of the Property through the use of other means such as yard signs, social media, and public-facing websites may be prohib-
225 ited. Seller may be required to sign an additional waiver or release to comply with MLS rules and policies.

226 ☒ Broker will use an MLS to advertise the Property to other real estate brokers and salespersons. Listing broker shall com-
227 municate to the MLS all of Seller's elections made below. Seller agrees that Broker and Licensee, and the MLS are not
228 responsible for mistakes in an MLS or advertising of the Property.

229 Broker/Licensee Initials: DNK

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Seller Initials: JR, JR

(B) Virtual Office Website (VOW) and Internet Data Exchange (IDX)

1. Some brokers may use a VOW or IDX, which are governed by specific rules and policies. Sellers have the right to control some elements of how their property is displayed on a VOW and/or IDX website.
2. Seller elects to have the following features disabled or discontinued for VOW and IDX websites (check all that apply):
 - ☒ Comments or reviews about Seller's listings, or a hyperlink to such comments or reviews, in immediate conjunction with Seller's listing.
 - ☒ Automated estimates of the market value of Seller's listing, or a hyperlink to such estimates, in immediate conjunction with the Seller's listing.

(C) Other Advertising and Marketing

1. Where permitted, Broker, at Broker's option, may use: for sale sign, lock box, key in office, open houses and advertising in all media, including print and electronic, photographs and videos, unless otherwise stated here: _____
2. ☐ Seller does not want the listed Property to be displayed on the Internet.
3. ☐ Seller does not want the address of the listed Property to be displayed on the Internet.
3. Seller understands and acknowledges that, if the listed Property is not displayed on the Internet, consumers who conduct searches for listings on the Internet will not see information about the listed Property in response to their search.
4. Seller understands and acknowledges that, if an open house is scheduled, the property address may be published on the Internet in connection to the open house.

(D) Other _____

26. PUBLICATION OF SALE PRICE

Seller is aware that the Multiple Listing Service (MLS), newspapers, Web Sites, and other media may publish the final sale price of the Property.

27. COPYRIGHT

In consideration of Broker's efforts to market Seller's Property as stated in this Contract, Seller grants Broker a non-exclusive, world-wide license (the "License") to use any potentially copyrightable materials (the "Materials") which are related to the Property and provided by Seller to Broker or Broker's representative(s). The Materials may include, but are not limited to: photographs, images, video recordings, virtual tours, drawings, written descriptions, remarks, and pricing information related to Seller's Property. This License permits Broker to submit the Materials to one or more multiple listing services, to include the Materials in compilations of property listings, and to otherwise distribute, publicly display, reproduce, publish and produce derivative works from the Materials for any purpose that does not conflict with the express terms of this Contract. The License may not be revoked by Seller and shall survive the ending of this Contract. Seller also grants Broker the right to sublicense to others any of these rights granted to Broker by Seller. Seller represents and warrants to Broker that the License granted to Broker for the Materials does not violate or infringe upon the rights, including any copyrights, of any person or entity. Seller understands that the terms of the License do not grant Seller any legal right to any works that Broker may produce using the Materials.

28. FIXTURES AND PERSONAL PROPERTY

(A) It is possible for certain items of personal property to be so integrated into the Property that they become fixtures and will be regarded as part of the Property and therefore included in a sale. Seller is encouraged to be specific when negotiating what items will be included or excluded in a sale.

(B) INCLUDED in this sale are all existing items permanently installed in the Property, free of liens, and other items including plumbing; heating; radiator covers; hardwired security systems; thermostats; lighting fixtures (including chandeliers and ceiling fans); pool and spa equipment (including covers and cleaning equipment); electric animal fencing systems (excluding collars); garage door openers and transmitters; unpotted shrubbery, plantings and trees; any remaining heating and cooking fuels stored on the Property at the time of settlement; smoke detectors and carbon monoxide detectors; sump pumps; storage sheds; fences; mailboxes; wall to wall carpeting; existing window screens, storm windows and screen/storm doors; window covering hardware, shades and blinds; awnings; built-in air conditioners; built-in appliances; the range/oven, unless otherwise stated; and, if owned, solar panels, windmills, water treatment systems, propane tanks and satellite dishes. Also included: 2 REFRIGERATORS, DISHWASHER, GAS STOVE, WHITE CABINET in PANTRY, AM CABINET in KITCHEN, LIVING ROOM SHELVES

(C) The following items are not owned by Seller and may be subject to a lease or other financing agreement (e.g., solar panels, windmills, water treatment systems, propane tanks, and satellite dishes): _____

(D) EXCLUDED fixtures and items: CORNER HUTCH in Dining Room, CURTAINS

286 Broker/Licensee Initials: DNK

XLS Page 5 of 7

Seller Initials: JR, DR

287 **29. TAXES & SPECIAL ASSESSMENTS**

- 288 (A) At settlement, Seller will pay one-half of the total Real Estate Transfer Taxes, unless otherwise stated here: _____
- 289
- 290 (B) Yearly Property Taxes \$ 5,746.20 Property Assessed Value \$ _____
- 291 (C) Is the property preferentially assessed (including a tax abatement)? ☐ Yes ☒ No
- 292 If applicable, how many years remain? _____
- 293 (D) COA/HOA Name N/A COA/HOA Phone (NA)-
- 294 COA/HOA special assessments \$ N/A Buyer's required capital contribution \$ N/A
- 295 Please explain: _____
- 296 (E) COA/HOA Fees \$ N/A ☐ Quarterly ☐ Monthly ☐ Yearly
- 297 (F) Municipality Assessments \$ _____

298 **30. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)**

299 The disposition of a U.S. real property interest by a foreign person (the transferor) is subject to the Foreign Investment in Real Property

300 Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized the United States to tax foreign persons on dispositions of

301 U.S. real property interests. This includes but is not limited to a sale or exchange, liquidation, redemption, gift, transfers, etc. Persons

302 purchasing U.S. real property interests (transferee) from foreign persons, certain purchasers' agents, and settlement officers are required

303 to withhold up to 15 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S. tax-

304 ation of gains realized on disposition of such interests. The transferee/buyer, as the withholding agent, may request that you complete a

305 FIRPTA Affidavit regarding your status as a foreign person as defined by the Act. Seller agrees to comply, if applicable.

306 **31. TITLE & POSSESSION**

- 307 (A) Seller will give possession of Property to a buyer at settlement, or on _____ **Date of Settlement**
- 308 (B) At settlement, Seller will give full rights of ownership (fee simple) to a buyer except as follows:
- 309 ☐ Oil ☐ Gas ☐ Mineral ☐ Other
- 310 If checked, please explain: _____

- 312 (C) Seller has:
- 313 ☒ First mortgage with SELECT Portfolio Servicing Inc Amount of balance \$ 83,217.48
- 314 Address _____ Acct. # _____
- 315 Phone _____ Amount of balance \$ _____
- 316 ☐ Second mortgage with _____ Acct. # _____
- 317 Address _____ Amount of balance \$ _____
- 318 Phone _____ Acct. # _____
- 319 ☐ Home Equity line of credit with _____ Amount of balance \$ _____
- 320 Address _____
- 321 Phone _____ Acct. # _____
- 322 ☐ Seller authorizes Broker to receive mortgage payoff and/or equity loan payoff information from lender(s).

- 323 (D) Seller has:
- 324 ☐ Judgments \$ _____ ☐ Past Due Municipal Assessment \$ _____
- 325 ☐ Past Due Property Taxes \$ _____ ☐ Past Due COA/HOA Fees \$ N/A
- 326 ☐ Federal Tax Liens \$ _____ ☐ Past Due COA/HOA Assessments \$ N/A
- 327 ☐ State Tax Liens (including sales, use and hotel occupancy taxes) \$ _____
- 328 ☐ Other: _____ \$ _____

- 329 (E) If Seller, at any time on or since January 1, 1998, has been obligated to pay support under an order on record in any Pennsylvania
- 330 county, list the county and the Domestic Relations Number or Docket Number: N/A

331 **32. BUYER FINANCING**

- 332 Seller will accept the following arrangements for buyer to pay for the Property:
- 333 ☒ Cash ☐ Conventional mortgage ☐ FHA mortgage ☐ VA mortgage *

334 **33. SPECIAL INSTRUCTIONS**

335 The Office of the Attorney General has not pre-approved any special conditions or additional terms added by any parties. Any special

336 conditions or additional terms in this Contract must comply with the Pennsylvania Plain Language Consumer Contract Act.

* THIS PROPERTY IS BEING SOLD IN ITS PRESENT CONDITION, AS IS.
NO REPAIRS ARE PERMITTED PRIOR TO CLOSING. ANY FINANCING
OBTAINED CANNOT REQUIRE REPAIRS PRIOR TO CLOSING.

337 Broker/Licensee Initials: DNK

XLS Page 6 of 7

Seller Initials: SR, DR

338 34. SPECIAL CLAUSES

339 (A) The following are part of this Listing Contract if checked:

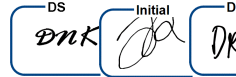
- 340 ☐ Property Description Addendum to Listing Contract (PAR Form XLS-A)
341 ☐ Single Agency Addendum (PAR Form SA)
342 ☐ Consumer Services Fee Addendum (PAR Form CSF)
343 ☐ Vacant Land Addendum to Listing Contract (PAR Form VLA)
344 ☐ Short Sale Addendum (PAR Form SSL)
345 ☐
346 ☐

347 (B) Additional Terms: 1) This Listing Contract is subject to and contingent upon approval by the U.S. Bankruptcy
348 Court.


349 2) The Start Date of the Listing Contract will commence within 5 days of receipt of written notice of the Approval
350 by the U.S. Bankruptcy Court.

351 3) This Property is being sold and conveyed in its present condition, "As Is and Where Is".

352 (C) Notwithstanding the terms of Paragraph 3, Licensee shall not act as a dual agent for
353 seller and a buyer. However, any other licensee of Broker, or a licensee of any other
354 broker, may represent a buyer.
355

356
357 DS Initial DS 11/3/2024
358 

359
360  Seller has read the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

361  Seller has received the Seller's Property Disclosure form and agrees to complete and return to Listing Broker in a
362 timely manner, if required.

363  Seller has received the Lead-Based Hazards Disclosure form and agrees to complete and return to Listing Broker in
364 a timely manner, if required.
11/3/2024

365 Seller has read the entire Contract before signing. Seller must sign this Contract.

366 Seller gives permission for Broker to send information about this transaction to the fax number(s) and/or e-mail address(es) listed.

367 Return of this Agreement, and any addenda and amendments, including return by electronic transmission, bearing the signatures
368 of all parties, constitutes acceptance by the parties.

369 This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and which counterparts
370 together shall constitute one and the same Agreement of the Parties.

371 NOTICE BEFORE SIGNING: IF SELLER HAS LEGAL QUESTIONS, SELLER IS ADVISED TO CONSULT A PENN-
372 SYLVANIA REAL ESTATE ATTORNEY.

373 SELLER  DATE 10-20-24
Jeffrey L. Round

374 SELLER  DATE 10-20-24
Deidra Nicole Round

375 SELLER _____ DATE _____

376 BROKER (Company Name) Berkshire Hathaway HomeServices The Preferred Realty

377 ACCEPTED ON BEHALF OF BROKER BY  DATE October 20, 2024
Donald N. Kolessar, Jr.

DUAL AGENCY CONSENT AND CONFIRMATION AGREEMENT

(To be signed by Buyer before signing offer and to be signed by Seller before reviewing offer.)

1. Seller and Buyer acknowledge and agree that the purchase agreement they are considering involves representation by a Disclosed Dual Agent. The following information details the roles of the parties regarding Dual Agency.

Note: When the term "DUAL AGENT" is used, it will always mean the Broker (Berkshire Hathaway HomeServices The Preferred Realty) who, by contracts previously entered into, represents the interests of both the Buyer and the Seller in this agreement. The term DUAL AGENT will apply to a Salesperson/Associate Broker only if the same Salesperson/Associate Broker has been previously identified as the Designated Agent to represent the interests of both parties (Buyer and Seller) named in this agreement. If the Designated Agent of the Buyer and the Designated Agent of the Seller are not the same Salesperson/Associate Broker, then the term Dual Agent will apply only to the Broker, and the Buyer and Seller will each continue to be fully represented by their previously identified Designated Agents.

2. Description of Dual Agents' Role: Seller and Buyer acknowledge that, prior to the creation of the Dual Agency, the Agent represented either the Buyer or the Seller. The Agent acted as the Agent of Seller or acted as the Agent of Buyer. In those separate roles, the Agent may have obtained information which, if disclosed, could harm the bargaining position of the party providing such information to the Agent. Seller and Buyer agree that the Dual Agent shall not be liable to either party for refusing or failing to disclose information which would harm one party's bargaining position and would benefit the other party. However, this Agreement shall not prevent the Agent from disclosing to Buyer any known material defects in the property or any other matter that must be disclosed by state law and/or regulation. The Agent agrees not to disclose (a) to Buyer information about what price Seller will accept other than the Listing Price, or (b) to Seller information about what price Buyer will pay other than any written offered price. In the event that Seller and Buyer do not enter into an agreement for the purchase of Seller's property by Buyer (the "Purchase Agreement"), or in the event that the Purchase Agreement between Seller and Buyer does not close, the Dual Agency role and this Agreement will be terminated.
3. Description of Seller's and Buyer's Role: Seller and Buyer acknowledge that they are aware of the implication of the Agent's Dual Agency role including the limitation on the Agent's ability to represent Seller or Buyer fully and exclusively. Seller and Buyer have determined that the benefits of entering into a transaction between them with the Agent acting as agent for both of them outweigh such implications. Seller and Buyer understand that they may each seek independent legal counsel in order to assist with any matter relating to a Purchase Agreement or to the transaction which is the subject matter of a Purchase Agreement. Seller and Buyer agree that Agent shall not be liable for any claims, damages, losses, expenses or liabilities arising from the Agent's role as a dual Agent. Seller and Buyer shall have a duty to protect their own interests and should read this Agreement and any Purchase Agreement carefully to ensure that they accurately set forth the terms which they want included in said agreements.
4. Both Seller and Buyer agree that all "comparable" property information available through the Multiple Listing Service or otherwise, including listed and sold properties, may be disclosed to both Seller and Buyer. Agent will not advise or counsel Seller or Buyer, interpret data, or make recommendations based on this information.
5. Both Parties understand and agree that Broker shall have the right to collect a compensation or fee from the Seller or from the Buyer or both.
6. Both parties are advised to seek competent legal and tax advice with regard to this transaction, and with regard to all documents executed in connection with this transaction including this Dual Agency Consent Agreement.
7. Seller and Buyer recognize and agree that this document does not replace those documents signed earlier, i.e. the Buyer Agency Contract signed by the Buyer on 10-20-24, and the Exclusive Right to Sell Listing Agreement signed by the Seller on 10-20-24. However, in any areas where this document contradicts or conflicts with those documents, this Dual Agency Consent Agreement shall supersede. This agreement hereby becomes a part of the attached Purchase Agreement entered into between the parties whose signatures appear below.

I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT.

Buyer: _____ DATE _____

Buyer: _____ DATE _____

Seller: Jeffrey L. Round DATE 10-20-24

Seller: Deidra Nicole Round DATE 10-20-24



**BERKSHIRE
HATHAWAY**
HomeServices

The Preferred Realty

SELLER'S PROPERTY DISCLOSURE STATEMENT

SPD

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

1 **PROPERTY 3116 Willett Rd, Pittsburgh, PA 15237**
2 **SELLER Jeffrey L. Round, Deidra Nicole Round**

3 **INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW**

- 4 The Real Estate Seller Disclosure Law (68 P.S. §7301, et seq.) requires that before an agreement of sale is signed, the seller in a residential
5 real estate transfer must disclose all known **material defects** about the property being sold that are not readily observable. A **material defect**
6 is a problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or
7 that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is at or beyond the end
8 of its normal useful life is not by itself a material defect.
- 9 This property disclosure statement ("Statement") includes disclosures beyond the basic requirements of the Law and is designed to assist
10 Seller in complying with disclosure requirements and to assist Buyer in evaluating the property being considered. Sellers who wish to see
11 or use the basic disclosure form can find the form on the website of the Pennsylvania State Real Estate Commission. Neither this Statement
12 nor the basic disclosure form limits Seller's obligation to disclose a material defect.
- 13 This Statement discloses Seller's knowledge of the condition of the Property as of the date signed by Seller and is **not a substitute for any**
14 **inspections or warranties** that Buyer may wish to obtain. **This Statement is not a warranty of any kind by Seller or a warranty or rep-**
15 **resentation by any listing real estate broker, any selling real estate broker, or their licensees.** Buyer is encouraged to address concerns
16 about the condition of the Property that may not be included in this Statement.
- 17 **The Law provides exceptions (listed below) where a property disclosure statement does not have to be completed. All other sellers**
18 **are obligated to complete a property disclosure statement, even if they do not occupy or have never occupied the Property.**
- 19 1. Transfers by a fiduciary during the administration of a decedent estate, guardianship, conservatorship or trust.
20 2. Transfers as a result of a court order.
21 3. Transfers to a mortgage lender that results from a buyer's default and subsequent foreclosure sales that result from default.
22 4. Transfers from a co-owner to one or more other co-owners.
23 5. Transfers made to a spouse or direct descendant.
24 6. Transfers between spouses as a result of divorce, legal separation or property settlement.
25 7. Transfers by a corporation, partnership or other association to its shareholders, partners or other equity owners as part of a plan of
26 liquidation.
27 8. Transfers of a property to be demolished or converted to non-residential use.
28 9. Transfers of unimproved real property.
29 10. Transfers of new construction that has never been occupied and:
30 a. The buyer has received a one-year warranty covering the construction;
31 b. The building has been inspected for compliance with the applicable building code or, if none, a nationally recognized model
32 building code; and
33 c. A certificate of occupancy or a certificate of code compliance has been issued for the dwelling.

34 **COMMON LAW DUTY TO DISCLOSE**

35 Although the provisions of the Real Estate Seller Disclosure Law exclude some transfers from the requirement of completing a disclo-
36 sure statement, the Law does not excuse the seller's common law duty to disclose any known material defect(s) of the Property in order
37 to avoid fraud, misrepresentation or deceit in the transaction. **This duty continues until the date of settlement.**

38 **EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK**

39 According to the provisions of the Real Estate Seller Disclosure Law, the undersigned executor, administrator or trustee is not required
40 to fill out a Seller's Property Disclosure Statement. **The executor, administrator or trustee, must, however, disclose any known**
41 **material defect(s) of the Property.**

42 _____ DATE _____

43 Seller's Initials JK DR Date 10-20-24 SPD Page 1 of 11 Buyer's Initials _____ / _____ Date _____



North Hills Regional, 9401 McKnight Rd Pittsburgh PA 15237
Don Kolesar

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

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Phone: 4123678000 Fax: 4123675853
www.lwolf.com

rev. 3/21; rel. 7/21
Jeffrey Round 3116

Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

1. SELLER'S EXPERTISE

(A) Does Seller possess expertise in contracting, engineering, architecture, environmental assessment or other areas related to the construction and conditions of the Property and its improvements?

(B) Is Seller the landlord for the Property?

(C) Is Seller a real estate licensee?

Explain any "yes" answers in Section 1: _____

	Yes	No	Unk	N/A
A		<input checked="" type="checkbox"/>		
B	<input checked="" type="checkbox"/>			
C		<input checked="" type="checkbox"/>		

2. OWNERSHIP/OCCUPANCY

(A) Occupancy

1. When was the Property most recently occupied? Currently

2. By how many people? 5

3. Was Seller the most recent occupant?

4. If "no," when did Seller most recently occupy the Property? _____

(B) Role of Individual Completing This Disclosure. Is the individual completing this form:

1. The owner

2. The executor or administrator

3. The trustee

4. An individual holding power of attorney

(C) When was the Property acquired? 11/02/2011

(D) List any animals that have lived in the residence(s) or other structures during your ownership:

a variety of dogs, cats, & small animals.

Explain Section 2 (if needed): _____

	Yes	No	Unk	N/A
A1				
A2				
A3				
A4				
B1	<input checked="" type="checkbox"/>			
B2		<input checked="" type="checkbox"/>		
B3		<input checked="" type="checkbox"/>		
B4				
C				

3. CONDOMINIUMS/PLANNED COMMUNITIES/HOMEOWNERS ASSOCIATIONS

(A) Disclosures for condominiums and cooperatives are limited to Seller's particular unit(s). Disclosures regarding common areas or facilities are not required by the Real Estate Seller Disclosure Law.

(B) Type. Is the Property part of a(n):

1. Condominium

2. Homeowners association or planned community

3. Cooperative

4. Other type of association or community _____

(C) If "yes," how much are the fees? \$ _____, paid (☐ Monthly)(☐ Quarterly)(☐ Yearly)

(D) If "yes," are there any community services or systems that the association or community is responsible for supporting or maintaining? Explain: _____

(E) If "yes," provide the following information:

1. Community Name _____

2. Contact _____

3. Mailing Address _____

4. Telephone Number _____

(F) How much is the capital contribution/initiation fee(s)? \$ _____

	Yes	No	Unk	N/A
B1				
B2				
B3				
B4		<input checked="" type="checkbox"/>		
C				
D				
E1				
E2				
E3				
E4				
F				

Notice to Buyer: A buyer of a resale unit in a condominium, cooperative, or planned community must receive a copy of the declaration (other than the plats and plans), the by-laws, the rules or regulations, and a certificate of resale issued by the association, condominium, cooperative, or planned community. Buyers may be responsible for capital contributions, initiation fees or similar one-time fees in addition to regular maintenance fees. The buyer will have the option of canceling the agreement with the return of all deposit monies until the certificate has been provided to the buyer and for five days thereafter or until conveyance, whichever occurs first.

4. ROOFS AND ATTIC

(A) Installation

1. When was or were the roof or roofs installed? 2021

2. Do you have documentation (invoice, work order, warranty, etc.)?

(B) Repair

1. Was the roof or roofs or any portion of it or them replaced or repaired during your ownership?

2. If it or they were replaced or repaired, were any existing roofing materials removed?

(C) Issues

1. Has the roof or roofs ever leaked during your ownership?

2. Have there been any other leaks or moisture problems in the attic? NO ATTIC

3. Are you aware of any past or present problems with the roof(s), attic, gutters, flashing or downspouts?

	Yes	No	Unk	N/A
A1				
A2	<input checked="" type="checkbox"/>			
B1	<input checked="" type="checkbox"/>			
B2	<input checked="" type="checkbox"/>			
C1	<input checked="" type="checkbox"/>			
C2		<input checked="" type="checkbox"/>		
C3		<input checked="" type="checkbox"/>		

Seller's Initials JLDR Date 10-20-24 SPD Page 2 of 11 Buyer's Initials _____ / _____ Date _____

Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

Explain any "yes" answers in Section 4. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date they were done:

5. BASEMENTS AND CRAWL SPACES

(A) Sump Pump

1. Does the Property have a sump pit? If "yes," how many? _____
2. Does the Property have a sump pump? If "yes," how many? _____
3. If it has a sump pump, has it ever run? _____
4. If it has a sump pump, is the sump pump in working order? _____

(B) Water Infiltration

1. Are you aware of any past or present water leakage, accumulation, or dampness within the basement or crawl space? _____
2. Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space? _____
3. Are the downspouts or gutters connected to a public sewer system? _____

Explain any "yes" answers in Section 5. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date they were done: Roof & windows repaired

(B) Not currently but previous owner disclosed there was some dampness in the basement and Storage room, that the back wall was repointed and there was a French drain installed by the driveway. There were also cracks in the garage floor, DR VROT, PESTS.

(A) Status

1. Are you aware of past or present dryrot, termites/wood-destroying insects or other pests on the Property? _____
2. Are you aware of any damage caused by dryrot, termites/wood-destroying insects or other pests? _____

(B) Treatment

1. Is the Property currently under contract by a licensed pest control company? _____
2. Are you aware of any termite/pest control reports or treatments for the Property? _____

Explain any "yes" answers in Section 6. Include the name of any service/treatment provider, if applicable: _____

(B) Previous owner noted: The house is previously treated for preventative purposes in 1996 by the previous owner.

7. STRUCTURAL ITEMS

- (A) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or other structural components? _____
- (B) Are you aware of any past or present problems with driveways, walkways, patios or retaining walls on the Property? _____
- (C) Are you aware of any past or present water infiltration in the house or other structures, other than the roof(s), basement or crawl space(s)? _____
- (D) Stucco and Exterior Synthetic Finishing Systems
 1. Is any part of the Property constructed with stucco or an Exterior Insulating Finishing System (EIFS) such as Dryvit or synthetic stucco, synthetic brick or synthetic stone? _____
 2. If "yes," indicate type(s) and location(s) _____
 3. If "yes," provide date(s) installed _____

(E) Are you aware of any fire, storm/weather-related, water, hail or ice damage to the Property? _____

(F) Are you aware of any defects (including stains) in flooring or floor coverings? _____

Explain any "yes" answers in Section 7. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date the work was done: PAINT STAINS ON HARD WOOD

Previous owner reported minor window leaks above Kit & Din & Bdr above Din rm repaired by Pointing back wall *

8. ADDITIONS/ALTERATIONS

- (A) Have any additions, structural changes or other alterations (including remodeling) been made to the Property during your ownership? Itemize and date all additions/alterations below.

Addition, structural change or alteration (continued on following page)	Approximate date of work	Were permits obtained? (Yes/No/Unk/NA)	Final inspections/ approvals obtained? (Yes/No/Unk/NA)
Turned garage into bedroom	2016	No	No
Part of garage turned into Pantry	2016	No	No

Seller's Initials JK Date 10-20-24 SPD Page 3 of 11 Buyer's Initials _____ / _____ Date _____

Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

Addition, structural change or alteration	Approximate date of work	Were permits obtained? (Yes/No/Unk/NA)	Final inspections/ approvals obtained? (Yes/No/Unk/NA)

☐ A sheet describing other additions and alterations is attached.

(B) Are you aware of any private or public architectural review control of the Property other than zoning codes? If "yes," explain: _____

Yes	No	Unk	N/A

Note to Buyer: The PA Construction Code Act, 35 P.S. §7210 et seq. (effective 2004), and local codes establish standards for building and altering properties. Buyers should check with the municipality to determine if permits and/or approvals were necessary for disclosed work and if so, whether they were obtained. Where required permits were not obtained, the municipality might require the current owner to upgrade or remove changes made by the prior owners. Buyers can have the Property inspected by an expert in codes compliance to determine if issues exist. Expanded title insurance policies may be available for Buyers to cover the risk of work done to the Property by previous owners without a permit or approval.

Note to Buyer: According to the PA Stormwater Management Act, each municipality must enact a Storm Water Management Plan for drainage control and flood reduction. The municipality where the Property is located may impose restrictions on impervious or semi-pervious surfaces added to the Property. Buyers should contact the local office charged with overseeing the Stormwater Management Plan to determine if the prior addition of impervious or semi-pervious areas, such as walkways, decks, and swimming pools, might affect your ability to make future changes.

9. WATER SUPPLY

(A) Source. Is the source of your drinking water (check all that apply):

- Public
- A well on the Property
- Community water
- A holding tank
- A cistern
- A spring
- Other _____
- If no water service, explain: _____

(B) General

- When was the water supply last tested? unknown
Test results: _____
- Is the water system shared?
If "yes," is there a written agreement?
- Do you have a softener, filter or other conditioning system?
- Is the softener, filter or other treatment system leased? From whom? _____
- If your drinking water source is not public, is the pumping system in working order? If "no," explain: _____

(C) Bypass Valve (for properties with multiple sources of water)

- Does your water source have a bypass valve?
- If "yes," is the bypass valve working?

(D) Well

- Has your well ever run dry?
- Depth of well _____
- Gallons per minute: _____, measured on (date) _____
- Is there a well that is used for something other than the primary source of drinking water?
If "yes," explain _____
- If there is an unused well, is it capped?

	Yes	No	Unk	N/A
A1	/			
A2		/		
A3		/		
A4		/		
A5		/		
A6		/		
A7		/		
B1				
B2		/		
B3				/
B4		/		
B5				/
B6				/
C1		/		
C2				/
D1				/
D2				/
D3				/
D4		/		
D5				/

Seller's Initials JK+JR Date 10-20-24 SPD Page 4 of 11 Buyer's Initials _____ / _____ Date _____

Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

(E) Issues

1. Are you aware of any leaks or other problems, past or present, relating to the water supply, pumping system and related items?
2. Have you ever had a problem with your water supply?

	Yes	No	Unk	N/A
E1		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E2		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explain any problem(s) with your water supply. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date the work was done: _____

10. SEWAGE SYSTEM

(A) General

1. Is the Property served by a sewage system (public, private or community)?
2. If "no," is it due to unavailability or permit limitations?
3. When was the sewage system installed (or date of connection, if public)?
4. Name of current service provider, if any: Brentwood borough

(B) Type Is your Property served by:

1. Public
2. Community (non-public)
3. An individual on-lot sewage disposal system
4. Other, explain: _____

(C) Individual On-lot Sewage Disposal System. (check all that apply):

1. Is your sewage system within 100 feet of a well?
2. Is your sewage system subject to a ten-acre permit exemption?
3. Does your sewage system include a holding tank?
4. Does your sewage system include a septic tank?
5. Does your sewage system include a drainfield?
6. Does your sewage system include a sandmound?
7. Does your sewage system include a cesspool?
8. Is your sewage system shared?
9. Is your sewage system any other type? Explain: _____
10. Is your sewage system supported by a backup or alternate system?

(D) Tanks and Service

1. Are there any metal/steel septic tanks on the Property?
2. Are there any cement/concrete septic tanks on the Property?
3. Are there any fiberglass septic tanks on the Property?
4. Are there any other types of septic tanks on the Property? Explain _____
5. Where are the septic tanks located? _____
6. When were the tanks last pumped and by whom? _____

(E) Abandoned Individual On-lot Sewage Disposal Systems and Septic

1. Are you aware of any abandoned septic systems or cesspools on the Property?
2. If "yes," have these systems, tanks or cesspools been closed in accordance with the municipality's ordinance?

(F) Sewage Pumps

1. Are there any sewage pumps located on the Property?
2. If "yes," where are they located? _____
3. What type(s) of pump(s)? _____
4. Are pump(s) in working order?
5. Who is responsible for maintenance of sewage pumps? _____

(G) Issues

1. How often is the on-lot sewage disposal system serviced? _____
2. When was the on-lot sewage disposal system last serviced and by whom? _____
3. Is any waste water piping not connected to the septic/sewer system?
4. Are you aware of any past or present leaks, backups, or other problems relating to the sewage system and related items?

	Yes	No	Unk	N/A
A1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
A3	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C5	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C6	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C7	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C8	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C9	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C10	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
G2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
G3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Seller's Initials JL DR **Date** 10-20-24 **SPD Page 5 of 11** **Buyer's Initials** _____ **Date** _____

Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

Explain any "yes" answers in Section 10. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date the work was done: _____

11. PLUMBING SYSTEM

(A) **Material(s).** Are the plumbing materials (check all that apply):

1. Copper
2. Galvanized
3. Lead
4. PVC
5. Polybutylene pipe (PB)
6. Cross-linked polyethylene (PEX)
7. Other _____

	Yes	No	Unk	N/A
A1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A5	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A6	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A7	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(B) Are you aware of any past or present problems with any of your plumbing fixtures (e.g., including but not limited to: kitchen, laundry, or bathroom fixtures; wet bars; exterior faucets; etc.)?

If "yes," explain: Outside Hose B.B.

12. DOMESTIC WATER HEATING

(A) **Type(s).** Is your water heating (check all that apply):

1. Electric
2. Natural gas
3. Fuel oil
4. Propane
- If "yes," is the tank owned by Seller?
5. Solar
- If "yes," is the system owned by Seller?
6. Geothermal
7. Other _____

	Yes	No	Unk	N/A
A1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A5	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A6	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A7	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(B) **System(s)**

1. How many water heaters are there? 1
Tanks 1 Tankless _____
2. When were they installed? MARCH 2024
3. Is your water heater a summer/winter hook-up (integral system, hot water from the boiler, etc.)?

(C) Are you aware of any problems with any water heater or related equipment?

If "yes," explain: _____

13. HEATING SYSTEM

(A) **Fuel Type(s).** Is your heating source (check all that apply):

1. Electric
2. Natural gas
3. Fuel oil
4. Propane
- If "yes," is the tank owned by Seller?
5. Geothermal
6. Coal
7. Wood
8. Solar shingles or panels
- If "yes," is the system owned by Seller?
9. Other: _____

	Yes	No	Unk	N/A
A1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A5	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A6	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A7	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A8	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A9	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B5	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B6	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B7	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(B) **System Type(s)** (check all that apply):

1. Forced hot air
2. Hot water
3. Heat pump
4. Electric baseboard
5. Steam
6. Radiant flooring
7. Radiant ceiling

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Date _____

Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

8. Pellet stove(s)
How many and location? _____
9. Wood stove(s)
How many and location? _____
10. Coal stove(s)
How many and location? _____
11. Wall-mounted split system(s)
How many and location? _____
12. Other: _____
13. If multiple systems, provide locations _____

(C) Status

1. Are there any areas of the house that are not heated?
If "yes," explain: garage area converted to bedroom
2. How many heating zones are in the Property? 1
3. When was each heating system(s) or zone installed? _____
4. When was the heating system(s) last serviced? 11-2023
5. Is there an additional and/or backup heating system? If "yes," explain: _____
6. Is any part of the heating system subject to a lease, financing or other agreement?
If "yes," explain: _____

(D) Fireplaces and Chimneys

1. Are there any fireplaces? How many? _____
2. Are all fireplaces working? _____
3. Fireplace types (wood, gas, electric, etc.): _____
4. Was the fireplace(s) installed by a professional contractor or manufacturer's representative? _____
5. Are there any chimneys (from a fireplace, water heater or any other heating system)? _____
6. How many chimneys? 1
7. When were they last cleaned? _____
8. Are the chimneys working? If "no," explain: _____

(E) Fuel Tanks

1. Are you aware of any heating fuel tank(s) on the Property?
2. Location(s), including underground tank(s): _____
3. If you do not own the tank(s), explain: _____

(F) Are you aware of any problems or repairs needed regarding any item in Section 13? If "yes," explain: _____

14. AIR CONDITIONING SYSTEM

(A) Type(s). Is the air conditioning (check all that apply):

1. Central air
 - a. How many air conditioning zones are in the Property? 1
 - b. When was each system or zone installed? _____
 - c. When was each system last serviced? 11-2023
2. Wall units
How many and the location? _____
3. Window units
How many? _____
4. Wall-mounted split units
How many and the location? _____
5. Other _____
6. None

(B) Are there any areas of the house that are not air conditioned?

If "yes," explain: garage area converted to bedroom

(C) Are you aware of any problems with any item in Section 14? If "yes," explain: _____

	Yes	No	Unk	N/A
B8		/		
B9		/		
B10		/		/
B11		/		/
B12		/		/
B13				/
C1	/			
C2				
C3			X	
C4				
C5		/		
C6		/		
D1		/		
D2				/
D3				/
D4				/
D5	X			
D6				
D7				X
D8	X			
E1		X		
E2				X
E3				X
F		X		
A1	/			
1a				
1b			X	
1c				
A2		X		
A3		X		X
A4		/		/
A5		X		
A6		X		
B	X			
C		X		

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Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

15. ELECTRICAL SYSTEM

(A) Type(s)

1. Does the electrical system have fuses?
2. Does the electrical system have circuit breakers?
3. Is the electrical system solar powered?
 - a. If "yes," is it entirely or partially solar powered?
 - b. If "yes," is any part of the system subject to a lease, financing or other agreement? If "yes," explain:

(B) What is the system amperage?

(C) Are you aware of any knob and tube wiring in the Property?

(D) Are you aware of any problems or repairs needed in the electrical system? If "yes," explain:

	Yes	No	Unk	N/A
A1		<input checked="" type="checkbox"/>		
A2	<input checked="" type="checkbox"/>			
A3		<input checked="" type="checkbox"/>		
3a				<input checked="" type="checkbox"/>
3b				<input checked="" type="checkbox"/>
B		<input checked="" type="checkbox"/>		
C		<input checked="" type="checkbox"/>		
D		<input checked="" type="checkbox"/>		

16. OTHER EQUIPMENT AND APPLIANCES

(A) THIS SECTION IS INTENDED TO IDENTIFY PROBLEMS OR REPAIRS and must be completed for each item that will, or may, be included with the Property. The terms of the Agreement of Sale negotiated between Buyer and Seller will determine which items, if any, are included in the purchase of the Property. **THE FACT THAT AN ITEM IS LISTED DOES NOT MEAN IT IS INCLUDED IN THE AGREEMENT OF SALE.**

(B) Are you aware of any problems or repairs needed to any of the following:

Item	Yes	No	N/A	Item	Yes	No	N/A
A/C window units			<input checked="" type="checkbox"/>	Pool/spa heater			<input checked="" type="checkbox"/>
Attic fan(s)			<input checked="" type="checkbox"/>	Range/oven		<input checked="" type="checkbox"/>	
Awnings			<input checked="" type="checkbox"/>	Refrigerator(s)		<input checked="" type="checkbox"/>	
Carbon monoxide detectors			<input checked="" type="checkbox"/>	Satellite dish			<input checked="" type="checkbox"/>
Ceiling fans	<input checked="" type="checkbox"/>			Security alarm system			<input checked="" type="checkbox"/>
Deck(s)			<input checked="" type="checkbox"/>	Smoke detectors			<input checked="" type="checkbox"/>
Dishwasher		<input checked="" type="checkbox"/>		Sprinkler automatic timer			<input checked="" type="checkbox"/>
Dryer			<input checked="" type="checkbox"/>	Stand-alone freezer			<input checked="" type="checkbox"/>
Electric animal fence			<input checked="" type="checkbox"/>	Storage shed			<input checked="" type="checkbox"/>
Electric garage door opener			<input checked="" type="checkbox"/>	Trash compactor			<input checked="" type="checkbox"/>
Garage transmitters			<input checked="" type="checkbox"/>	Washer			<input checked="" type="checkbox"/>
Garbage disposal		<input checked="" type="checkbox"/>		Whirlpool/tub			<input checked="" type="checkbox"/>
In-ground lawn sprinklers			<input checked="" type="checkbox"/>	Other:			
Intercom			<input checked="" type="checkbox"/>	1.			
Interior fire sprinklers			<input checked="" type="checkbox"/>	2.			
Keyless entry		<input checked="" type="checkbox"/>		3.			
Microwave oven	<input checked="" type="checkbox"/>			4.			
Pool/spa accessories			<input checked="" type="checkbox"/>	5.			
Pool/spa cover			<input checked="" type="checkbox"/>	6.			

(C) Explain any "yes" answers in Section 16: Ceiling fan in bed room not working
Microwave lights

17. POOLS, SPAS AND HOT TUBS

(A) Is there a swimming pool on the Property? If "yes,"

1. Above-ground or in-ground?
2. Saltwater or chlorine?
3. If heated, what is the heat source?
4. Vinyl-lined, fiberglass or concrete-lined?
5. What is the depth of the swimming pool?
6. Are you aware of any problems with the swimming pool?
7. Are you aware of any problems with any of the swimming pool equipment (cover, filter, ladder, lighting, pump, etc.)?

(B) Is there a spa or hot tub on the Property?

1. Are you aware of any problems with the spa or hot tub?
2. Are you aware of any problems with any of the spa or hot tub equipment (steps, lighting, jets, cover, etc.)?

(C) Explain any problems in Section 17:

	Yes	No	Unk	N/A
A		<input checked="" type="checkbox"/>		
A1				<input checked="" type="checkbox"/>
A2				<input checked="" type="checkbox"/>
A3				<input checked="" type="checkbox"/>
A4				<input checked="" type="checkbox"/>
A5				<input checked="" type="checkbox"/>
A6				<input checked="" type="checkbox"/>
A7				<input checked="" type="checkbox"/>
B		<input checked="" type="checkbox"/>		
B1				<input checked="" type="checkbox"/>
B2				<input checked="" type="checkbox"/>

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Date 10-20-24

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Buyer's Initials /

Date

Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

18. WINDOWS

- (A) Have any windows or skylights been replaced during your ownership of the Property?
 (B) Are you aware of any problems with the windows or skylights?

	Yes	No	Unk	N/A
A	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explain any "yes" answers in Section 18. Include the location and extent of any problem(s) and any repair, replacement or remediation efforts, the name of the person or company who did the repairs and the date the work was done:

2022, window Nation

19. LAND/SOILS

(A) Property

- Are you aware of any fill or expansive soil on the Property?
- Are you aware of any sliding, settling, earth movement, upheaval, subsidence, sinkholes or earth stability problems that have occurred on or affect the Property?
- Are you aware of sewage sludge (other than commercially available fertilizer products) being spread on the Property?
- Have you received written notice of sewage sludge being spread on an adjacent property?
- Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations on the Property?

	Yes	No	Unk	N/A
A1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A5	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Note to Buyer: The Property may be subject to mine subsidence damage. Maps of the counties and mines where mine subsidence damage may occur and further information on mine subsidence insurance are available through Department of Environmental Protection Mine Subsidence Insurance Fund, (800) 922-1678 or ra-epmsi@pa.gov.

(B) Preferential Assessment and Development Rights

Is the Property, or a portion of it, preferentially assessed for tax purposes, or subject to limited development rights under the:

- Farmland and Forest Land Assessment Act - 72 P.S. §5490.1, et seq. (Clean and Green Program)
- Open Space Act - 16 P.S. §11941, et seq.
- Agricultural Area Security Law - 3 P.S. §901, et seq. (Development Rights)
- Any other law/program:

	Yes	No	Unk	N/A
B1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Note to Buyer: Pennsylvania has enacted the Right to Farm Act (3 P.S. § 951-957) in an effort to limit the circumstances under which agricultural operations may be subject to nuisance suits or ordinances. Buyers are encouraged to investigate whether any agricultural operations covered by the Act operate in the vicinity of the Property.

(C) Property Rights

Are you aware of the transfer, sale and/or lease of any of the following property rights (by you or a previous owner of the Property):

- Timber
- Coal
- Oil
- Natural gas
- Mineral or other rights (such as farming rights, hunting rights, quarrying rights) Explain:

	Yes	No	Unk	N/A
C1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C5	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Note to Buyer: Before entering into an agreement of sale, Buyer can investigate the status of these rights by, among other means, engaging legal counsel, obtaining a title examination of unlimited years and searching the official records in the county Office of the Recorder of Deeds, and elsewhere. Buyer is also advised to investigate the terms of any existing leases, as Buyer may be subject to terms of those leases.

Explain any "yes" answers in Section 19: we added fill to the backyard

20. FLOODING, DRAINAGE AND BOUNDARIES

(A) Flooding/Drainage

- Is any part of this Property located in a wetlands area?
- Is the Property, or any part of it, designated a Special Flood Hazard Area (SFHA)?
- Do you maintain flood insurance on this Property?
- Are you aware of any past or present drainage or flooding problems affecting the Property?
- Are you aware of any drainage or flooding mitigation on the Property?
- Are you aware of the presence on the Property of any man-made feature that temporarily or permanently conveys or manages storm water, including any basin, pond, ditch, drain, swale, culvert, pipe or other feature?
- If "yes," are you responsible for maintaining or repairing that feature which conveys or manages storm water for the Property?

	Yes	No	Unk	N/A
A1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A5	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A6	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Seller's Initials JR / DR **Date** 10-20-24

SPD Page 9 of 11

Buyer's Initials _____ **Date** _____

Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

Explain any "yes" answers in Section 20(A). Include dates, the location and extent of flooding and the condition of any man-made storm water management features:

(B) Boundaries

1. Are you aware of encroachments, boundary line disputes, or easements affecting the Property?
2. Is the Property accessed directly (without crossing any other property) by or from a public road?
3. Can the Property be accessed from a private road or lane?
 - a. If "yes," is there a written right of way, easement or maintenance agreement?
 - b. If "yes," has the right of way, easement or maintenance agreement been recorded?
4. Are you aware of any shared or common areas (driveways, bridges, docks, walls, etc.) or maintenance agreements?

	Yes	No	Unk	N/A
B1		/		
B2	/			
B3		/		
3a				/
3b				/
B4		/		

Note to Buyer: Most properties have easements running across them for utility services and other reasons. In many cases, the easements do not restrict the ordinary use of the property, and Seller may not be readily aware of them. Buyers may wish to determine the existence of easements and restrictions by examining the property and ordering an Abstract of Title or searching the records in the Office of the Recorder of Deeds for the county before entering into an agreement of sale.

Explain any "yes" answers in Section 20(B): Public Access from front & back road.

21. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

(A) Mold and Indoor Air Quality (other than radon)

1. Are you aware of any tests for mold, fungi, or indoor air quality in the Property?
2. Other than general household cleaning, have you taken any efforts to control or remediate mold or mold-like substances in the Property?

	Yes	No	Unk	N/A
A1		/		
A2		/		

Note to Buyer: Individuals may be affected differently, or not at all, by mold contamination. If mold contamination or indoor air quality is a concern, buyers are encouraged to engage the services of a qualified professional to do testing. Information on this issue is available from the United States Environmental Protection Agency and may be obtained by contacting IAQ INFO, P.O. Box 37133, Washington, D.C. 20013-7133, 1-800-438-4318.

(B) Radon

1. Are you aware of any tests for radon gas that have been performed in any buildings on the Property?
2. If "yes," provide test date and results 2011
3. Are you aware of any radon removal system on the Property?

	Yes	No	Unk	N/A
B1	/			
B2				
B3		/		

(C) Lead Paint

If the Property was constructed, or if construction began, before 1978, you must disclose any knowledge of, and records and reports about, lead-based paint on the Property on a separate disclosure form.

1. Are you aware of any lead-based paint or lead-based paint hazards on the Property?
2. Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the Property?

	Yes	No	Unk	N/A
C1		/		
C2		/		

(D) Tanks

1. Are you aware of any existing underground tanks?
2. Are you aware of any underground tanks that have been removed or filled?

	Yes	No	Unk	N/A
D1		/		
D2		/		

(E) Dumping. Has any portion of the Property been used for waste or refuse disposal or storage?

If "yes," location:

	Yes	No	Unk	N/A
E		/		

(F) Other

1. Are you aware of any past or present hazardous substances on the Property (structure or soil) such as, but not limited to, asbestos or polychlorinated biphenyls (PCBs)?
2. Are you aware of any other hazardous substances or environmental concerns that may affect the Property?
3. If "yes," have you received written notice regarding such concerns?
4. Are you aware of testing on the Property for any other hazardous substances or environmental concerns?

	Yes	No	Unk	N/A
F1		/		
F2		/		
F3				/
F4		/		

Explain any "yes" answers in Section 21. Include test results and the location of the hazardous substance(s) or environmental issue(s): radon test at time of purchase in 2011

22. MISCELLANEOUS

A radon remediation system was installed at that time.

(A) Deeds, Restrictions and Title

1. Are there any deed restrictions or restrictive covenants that apply to the Property?
2. Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the Property?

	Yes	No	Unk	N/A
A1		/		
A2		/		

11/3/2024

Seller's Initials JK DR **Date** 10-20-24 **SPD Page 10 of 11** **Buyer's Initials** / **Date**

Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

3. Are you aware of any reason, including a defect in title or contractual obligation such as an option or right of first refusal, that would prevent you from giving a warranty deed or conveying title to the Property?

(B) Financial

- Are you aware of any public improvement, condominium or homeowner association assessments against the Property that remain unpaid or of any violations of zoning, housing, building, safety or fire ordinances or other use restriction ordinances that remain uncorrected?
- Are you aware of any mortgages, judgments, encumbrances, liens, overdue payments on a support obligation, or other debts against this Property or Seller that cannot be satisfied by the proceeds of this sale?
- Are you aware of any insurance claims filed relating to the Property during your ownership?

(C) Legal

- Are you aware of any violations of federal, state, or local laws or regulations relating to this Property?
- Are you aware of any existing or threatened legal action affecting the Property?

(D) Additional Material Defects

- Are you aware of any material defects to the Property, dwelling, or fixtures which are not disclosed elsewhere on this form?

Note to Buyer: A material defect is a problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is at or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.

- After completing this form, if Seller becomes aware of additional information about the Property, including through inspection reports from a buyer, the Seller must update the Seller's Property Disclosure Statement and/or attach the inspection report(s). These inspection reports are for informational purposes only.

Explain any "yes" answers in Section 22:

	Yes	No	Unk	N/A
A3		<input checked="" type="checkbox"/>		
B1		<input checked="" type="checkbox"/>		
B2		<input checked="" type="checkbox"/>		
B3		<input checked="" type="checkbox"/>		
C1		<input checked="" type="checkbox"/>		
C2		<input checked="" type="checkbox"/>		
D1		<input checked="" type="checkbox"/>		

23. ATTACHMENTS

(A) The following are part of this Disclosure if checked:

☐ Seller's Property Disclosure Statement Addendum (PAR Form SDA)

The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the best of Seller's knowledge. Seller hereby authorizes the Listing Broker to provide this information to prospective buyers of the property and to other real estate licensees. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS STATEMENT. If any information supplied on this form becomes inaccurate following completion of this form, Seller shall notify Buyer in writing.

SELLER		Jeffrey L. Round	DATE	10-20-24
SELLER		Deidra Nicole Round	DATE	10-20-24
SELLER			DATE	
SELLER			DATE	
SELLER			DATE	
SELLER			DATE	

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

The undersigned Buyer acknowledges receipt of this Statement. Buyer acknowledges that this Statement is not a warranty and that, unless stated otherwise in the sales contract, Buyer is purchasing this property in its present condition. It is Buyer's responsibility to satisfy himself or herself as to the condition of the property. Buyer may request that the property be inspected, at Buyer's expense and by qualified professionals, to determine the condition of the structure or its components.

BUYER	DATE
BUYER	DATE
BUYER	DATE

OIL, GAS AND/OR MINERAL RIGHTS/INTERESTS DISCLOSURE

OGMD

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

1 **PROPERTY** 3116 Willett Rd, Pittsburgh, PA 15237
 2 **SELLER** Jeffrey L. Round, Deidra Nicole Round
 3 **BUYER** _____

4 Surface and subsurface rights are often transferred together, but sometimes are transferred separately. Despite the best inten-
 5 tions of sellers, property owners are often not aware of the precise extent of the oil, gas and/or mineral rights/interests that they
 6 may or may not own. The following has been completed by Seller to indicate Seller's knowledge of and intentions about the oil,
 7 gas and/or mineral rights/interests for the Property and is not a substitute for any inspections or warranties that Buyer may wish
 8 to obtain. The responses provided below are given to the best of Seller's knowledge and may not reflect all oil, gas and/or mineral
 9 rights/interests for the Property. The statements contained herein are not a warranty of any kind by Seller or a warranty or rep-
 10 resentation by any listing real estate broker, any selling real estate broker, or their licensees. Buyer is advised to conduct a full
 11 examination of oil, gas and/or mineral rights/interests for the Property.

12 **1. OIL, GAS AND/OR MINERAL RIGHTS/INTERESTS OWNED**

13 (A) Seller owns all or a portion of the following rights/interests (if unknown, state "unknown"):

14 ☐ Oil unknown
 15 ☐ Gas unknown
 16 ☐ Minerals unknown
 17 ☐ Coal unknown
 18 ☐ Other unknown

19 (B) Owner of the following rights, if not Seller:

20 Oil _____ ☒ unknown
 21 Gas _____ ☒ unknown
 22 Minerals _____ ☒ unknown
 23 Coal _____ ☒ unknown
 24 Other _____ ☒ unknown

25 (C) Seller ☐ is ☒ is not aware of a lease affecting subsurface rights.

26 If Seller is aware of a lease affecting subsurface rights, does Seller have a copy of the lease(s)? ☐ Yes ☐ No

27 (D) The warranty of title in the Agreement of Sale does not pertain to any oil, gas, and/or mineral rights/interests that will be con-
 28 veyed, excepted or reserved. Seller will not defend title to these rights/interests and does not covenant that Buyer will have quiet
 29 enjoyment of these rights/interests.

30 **2. OIL, GAS AND/OR MINERAL RIGHTS/INTERESTS EXCEPTED**

31 (A) Seller is aware that the following oil, gas and/or mineral rights/interests have been previously leased, sold or otherwise conveyed
 32 by Seller or a previous owner of the Property (exceptions) as indicated and is not transferring them to Buyer:

33 ☐ Oil _____
 34 ☐ Gas _____
 35 ☐ Minerals _____
 36 ☐ Coal _____
 37 ☐ Other _____

38 (B) It cannot be presumed that Seller's failure to indicate an exception will entitle Buyer to all of those rights/interests. Buyer is ad-
 39 vised to conduct a full examination of all oil, gas and/or mineral rights/interests for the Property.

40 (C) The warranty of title in the Agreement of Sale does not pertain to the oil, gas and/or mineral rights/interests that have been ex-
 41 cepted. Seller will not defend title to these rights/interests and does not covenant that Buyer will have quiet enjoyment of these
 42 rights/interests.

43 (D) Oil, gas and/or mineral rights and interests that have been previously conveyed are commonly transferred numerous times, with or
 44 without proper recording or notice, from owner to owner as well as by corporate acquisitions. Buyer understands that any infor-
 45 mation provided by Seller herein about Seller's knowledge of the excepted rights is only given to the best of Seller's ability and
 46 may not be current.

47 **Seller's Initials:** JR DR

OGMD Page 1 of 3

Buyer's Initials: _____ / _____



North Hills Regional, 9401 McKnight Rd Pittsburgh PA 15237
 Don Kolessar

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

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rev. 9/22; rel. 1/23
 Jeffrey Round 3116

Phone: 4123678000 Fax: 4123675853

48 **3. OIL, GAS AND/OR MINERAL RIGHTS/INTERESTS RESERVED**

49 (A) Seller is reserving the following oil, gas and/or mineral rights/interests as indicated and is not transferring them to Buyer:

- 50 ☐ Oil _____
- 51 ☐ Gas _____
- 52 ☐ Minerals _____
- 53 ☐ Coal _____
- 54 ☐ Other _____

55 This reservation(s) will be executed in its entirety at settlement, unless otherwise indicated.

56 (B) Seller's reservation does not apply to domestic free gas and surface damage rights/interests, which are set forth below.

57 (C) The warranty of title identified in the Agreement of Sale does not pertain to the oil, gas and/or mineral rights/interests that are
58 reserved by Seller. Seller will not defend title to these rights/interests and does not covenant that Buyer will have quiet enjoyment
59 of these rights/interests.

60 **4. SURFACE RIGHTS**

61 (A) Surface rights owned by Seller: unknown

62 (B) Surface rights excepted: _____

63 **5. SURFACE DAMAGES**

64 (A) Damages

65 1. Are you entitled to or do you receive surface damages, including pipeline rights-of-way, well pad sites, compression sites and
66 standing marketable timber, according to the terms of the current lease? ☐ Yes ☒ No

67 2. If known, what limitations are contained in the lease? _____

68 3. If applicable, is the right to claim surface damages and/or remediation rights transferable to a buyer? ☐ Yes ☒ No

69 4. Seller understands that the exclusive right to receive surface damages will be assigned to the buyer of the property unless oth-
70 erwise stated

71 (B) In the event Seller is reserving and retaining oil, gas and/or mineral rights/interests as set forth in Paragraph 2(A), then Seller
72 further agrees to convey, assign and/or transfer to Buyer: i) the exclusive right to receive compensation for any and all damages,
73 which include, but are not limited to, pipeline rights-of-way, well pad sites, compressor sites, and standing marketable timber, and
74 ii) any and all surface consent or surface remediation rights set forth in the applicable oil, gas, and/or mineral rights lease, pipeline
75 right-of-way agreement or other surface use agreement pertaining to the Property. A copy of the applicable language of the
76 lease is attached to this Disclosure or will be provided to Buyer within _____ days (10 if not specified).

77 **6. DOMESTIC FREE GAS**

78 (A) Generally, Domestic Free Gas is a byproduct of the drilling process which can be supplied to a residential structure located on the
79 property where drilling takes place to be used for heating the structure.

80 (B) If transferable, Seller will convey to Buyer 100% of the domestic free gas rights/interests.

81 **7. DOCUMENTATION**

82 ☒ Seller has no documentation pertaining to any written leases, addenda, surface use agreements, pipeline easements, or other docu-
83 ments relating to prior conveyances, assignments, or transfers of the oil, gas and/or mineral rights/interests to the Property.

84 ☐ Seller has attached to this Disclosure copies of all written oil, gas and/or mineral rights leases, addenda, surface use agreements,
85 pipeline easements, and other documents (e.g., royalty agreements) within Seller's possession having to do with prior convey-
86 ances, assignments, or transfers of these rights/interests, as follows: _____

87 **8. EASEMENTS & LEGAL ISSUES**

88 (A) Are you aware of any encumbrances, covenants, conditions, restrictions, mineral or natural restrictions, easements, licenses, liens,
89 charges, agreements, or other matters, whether recorded or unrecorded, which affect title of the Property? ☐ Yes ☒ No

90 (B) Are you aware of any existing or threatened action, suit, or government proceeding relating to the oil, gas, mineral and/or other
91 rights discussed herein? ☐ Yes ☒ No

92 Seller's Initials: JR DR

93 OGMD Page 2 of 3

94 Buyer's Initials: _____ / _____

- 98 (C) Are you aware of any insurance claims filed relating to the oil, gas, mineral and/or other rights discussed herein? ☐ Yes ☐ No
 99 (D) Are you aware of any apportionment or allocation issues affecting the Property? ☐ Yes ☐ No
 100 (E) Because each interest may be transferred separately (e.g., surface rights transferred separately from mineral rights), each parcel
 101 might be identified with a separate Tax Identification Number or parcel number.

102 **9. VALUATION**

103 The parties understand that no licensee acting on Seller's behalf is an expert in establishing a value for the subsurface rights to the
 104 Property and that the value of oil, gas, and/or minerals can fluctuate. Either party may, at their own expense, hire an expert to appraise
 105 the subsurface rights to the Property.

106 **10. OTHER**

107 _____
 108 _____
 109 _____
 110 _____

111 **SELLER**  **Jeffrey L. Round** **DATE** 10-20-24
 112 **SELLER**  **Deidra Nicole Round** **DATE** 10-20-24
 113 **SELLER** _____ **DATE** _____

114 **RECEIPT AND ACKNOWLEDGEMENT BY BUYER**

115 The undersigned Buyer acknowledges receipt of this Disclosure. Buyer acknowledges that this Statement is not a warranty
 116 and that Buyer is purchasing the Property with only the oil, gas and/or mineral rights/interests that Seller is able and willing to
 117 convey. It is Buyer's responsibility to satisfy himself or herself as to the ownership status of the oil, gas and/or mineral rights/
 118 interests to the Property. Buyer may investigate the ownership status of the oil, gas and/or mineral rights/interests, at Buyer's
 119 expense and by qualified professionals.

120 **BUYER** _____ **DATE** _____
 121 **BUYER** _____ **DATE** _____
 122 **BUYER** _____ **DATE** _____

RESIDENTIAL LEAD-BASED PAINT HAZARDS DISCLOSURE FORM

LPD

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR)

THIS FORM MUST BE COMPLETED FOR ANY PROPERTY BUILT PRIOR TO 1978

1	PROPERTY 3116 Willett Rd, Pittsburgh, PA 15237
2	SELLER Jeffrey L. Round, Deidra Nicole Round
3	LEAD WARNING STATEMENT
4	Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such
5	property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead
6	poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient,
7	behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest
8	in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or
9	inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for
10	possible lead-based paint hazards is recommended prior to purchase.
11	SELLER'S DISCLOSURE
12	<input checked="" type="checkbox"/> Seller has no knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property.
13	<input type="checkbox"/> Seller has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. (Provide the
14	basis for determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and other
15	available information concerning Seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards.)
16	SELLER'S RECORDS/REPORTS
17	<input checked="" type="checkbox"/> Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in or about the Property.
18	<input type="checkbox"/> Seller has provided Buyer with all available records and reports regarding lead-based paint and/or lead-based paint hazards in
19	or about the Property. (List documents): _____
20	
21	
22	Seller certifies that to the best of Seller's knowledge the above statements are true and accurate.
23	SELLER <u>Jeffrey L. Round</u> DATE <u>11/3/2024</u>
24	SELLER <u>Deidra Nicole Round</u> DATE <u>11/3/2024</u>
25	SELLER <u>822118293E13418...</u> DATE _____
26	BUYER
27	DATE OF AGREEMENT _____
28	BUYER'S ACKNOWLEDGMENT
29	<input type="checkbox"/> Buyer has received the pamphlet <i>Protect Your Family from Lead in Your Home</i> and has read the Lead Warning Statement.
30	<input type="checkbox"/> Buyer has reviewed Seller's disclosure of known lead-based paint and/or lead-based paint hazards and has received the records
31	and reports regarding lead-based paint and/or lead-based paint hazards identified above.
32	Buyer has (initial one):
33	<input type="checkbox"/> received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of
34	lead-based paint and/or lead-based paint hazards; or
35	<input type="checkbox"/> waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based
36	paint hazards.
37	Buyer certifies that to the best of Buyer's knowledge the statements contained in Buyer's acknowledgement are true and accurate.
38	BUYER _____ DATE _____
39	BUYER _____ DATE _____
40	BUYER _____ DATE _____
41	AGENT ACKNOWLEDGEMENT AND CERTIFICATION
42	Agent/Licensee represents that Agent has informed Seller of Seller's obligations under the Residential Lead-Based-Paint
43	Hazard Reduction Act, 42 U.S.C. §4852(d), and is aware of Agent's responsibility to ensure compliance.
44	The following have reviewed the information above and certify that the Agent statements are true to the best of their knowledge and belief.
45	Seller Agent and Buyer Agent must both sign this form.
46	BROKER FOR SELLER (Company Name) <u>BHHS THE PREFERRED REALTY</u> DATE <u>11/3/2024</u>
47	LICENSEE <u>Donald N. Kolessar, Jr.</u> DATE _____
48	BROKER FOR BUYER (Company Name) _____ DATE _____
49	LICENSEE _____ DATE _____



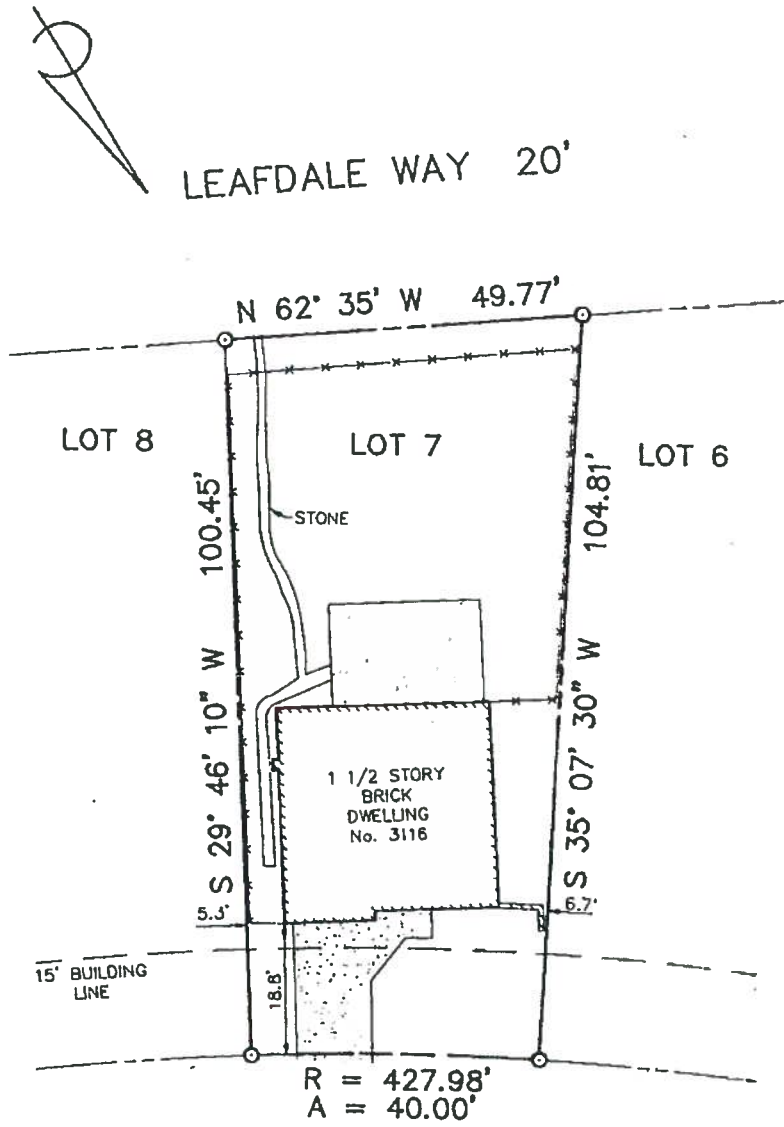
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10/16

JR -10-20-24
DR -10-20-24

NO BOUNDARY MARKERS SET.



WILLETT ROAD 40'

I, STEVE A. LIADIS, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE COMMONWEALTH OF PENNSYLVANIA, HEREBY CERTIFY TO AND SOLELY FOR THE BENEFIT OF, THE PERSON(S) NAMED ON THIS PLAN, THAT THIS PLAN WAS PREPARED FROM A SURVEY MADE UPON THE PREMISES THE DATE OF THIS PLAN SHOWING THE LOCATION OF ALL STRUCTURES, EASEMENTS OR SERVITUDES APPARENT FROM AN INSPECTION OF THE SURFACE OF THE PREMISES AND IS BASED ON THE CURRENT DEED AND/OR PLAN OF RECORD WITHIN THE OFFICE OF A TITLE SURVEYOR. THIS PLAN IS NOT TO BE REPRODUCED IN ANY MANNER, NOR MAY IT BE RELIED UPON BY ANYONE OTHER THAN THE PERSON(S) FOR WHOM IT HAS BEEN PREPARED, EXCEPT AS THIS PLAN MAY BE REPRODUCED OR OTHERWISE USED FOR THE PURPOSES OF REPRODUCING THIS PLAN. THIS PLAN MAY NOT BE REPRODUCED OR OTHERWISE USED FOR ANY OTHER PURPOSES. THIS PLAN MAY NOT BE REPRODUCED OR OTHERWISE USED FOR ANY OTHER PURPOSES.

PLAN MADE FOR	JOSEPH & AMY ALLKIND
SITUATE IN	BRENTWOOD BOROUGH ALLEGHENY COUNTY, PA
LIADIS ENGINEERING & SURVEYING, INC. 3100 BANKSVILLE ROAD - PITTSBURGH, PA 15216	
SCALE: 1" = 20'	MAY 8, 1998
DRAWING No. 17916-A	